

General Rental Terms and Conditions As of: January 2023

For the sake of readability, the term "tenant" refers to both male and female residents of the housing facilities.

1. Eligibility for Residence Residents eligible for accommodation in the student dormitories of Studierendenswerk Saarland include regular students of the University of Saarland and other Saarland universities. Ineligible residents include, in particular:

- Students who are simultaneously doctoral candidates, assistants, trainees, or similar.
- Students who are predominantly employed.
- Students who have already obtained a professional qualification degree from a university (excluding Bachelor's degree). A professional qualification is obtained through a degree from a university, even if it was acquired abroad and is recognized for professional practice there.
- Second or guest students enrolled at the university. The tenant is obligated to notify the landlord within 2 weeks of the termination of their first degree studies (Master's, 1st state examination), regardless of the reason.

2. Temporary Use / Rotation Principle

1. The tenant is granted the rental rooms for temporary use specifically for the purposes of their studies. The special provisions of § 549 para. 3 of the German Civil Code (BGB) for the rental of student dormitories apply.
2. The provision of rental rooms in student dormitories represents an indirect form of public funding. Since only limited places are available in student dormitories and publicly subsidized housing should be provided to as many students as possible according to the rotation principle, the rental is time-limited.
3. The tenancy generally ends on the date specified in the rental contract, without requiring notice. The continuation of the tenancy through usage without explicit renewal is excluded. Consequently, § 545 BGB does not apply.
4. It should be noted that, according to § 549 para. 3 BGB, the provisions of §§ 557-561, 573, 573a, 573d para. 1, 575, 575a para. 1, 577, and 577a BGB do not apply to student dormitory rental properties.
5. The tenant may submit a request for extension before the tenancy expires. This request must be submitted to the landlord between November 1st and November 30th, if the tenancy ends on March 31st, and between May 1st and May 31st, if the tenancy ends on September 30th. The landlord will decide on the extension request within four weeks and inform the tenant. There is no legal entitlement to an extension of the rental period.

3. Rent Payment

1. The first month's rent must be paid to the landlord before moving in. The tenant is required to set up a German bank account or postal giro account for the duration of the tenancy and provide the landlord with a revocable direct debit authorization for the amount of the due rent and additional costs.
2. The tenant is responsible for ensuring that there is sufficient balance for the debited amounts. The tenant must provide the direct debit authorization along with the signed rental contract.

3. The rent is debited monthly by the 3rd working day of the month from the tenant's specified account. If the debit is unsuccessful, the tenant bears the resulting costs. The landlord is entitled to charge a lump-sum administration fee of €3.00 for additional administrative efforts and for each further reminder. The assertion of further damages due to default remains unaffected. The tenant is responsible for bank return fees.
4. All one-time charges arising from the tenancy (bank return fees, reminder costs, rent arrears, deposit, additional utility payments) can be transferred to the landlord's account with the following details: Account number 8 750 009 at HypoVereinsbank (Bank code: 590 200 90), specifying the name, contract number, and purpose (IBAN: DE60 5902 0090 0008 7500 09; SWIFT/BIC: HYVEDEMM 432).
5. The tenant's absence does not exempt them from the obligation to pay rent and other claims of the landlord.

4. Composition of Rent / Increase / Adjustment

Basic Net Rent + Operating Costs Lump Sum The rent consists of the basic net rent and operating costs lump sum, depending on the dormitory. a) Basic Rent The monthly basic net rent is determined based on the risk community of the housing facilities managed by Studierendenwerk Saarland. This calculation includes the ongoing expenses of Studierendenwerk as well as aspects related to the value and location of the housing facility. When the landlord's ongoing expenses increase in accordance with § 18 para. 1 ff. II. BV, the landlord is entitled to unilaterally adjust the basic rent by written declaration in text form. The adjustment takes effect with an 8-week notice period. The increased rent is due from the 1st day of the month following the timely written declaration by the landlord. The landlord's right to adjust the rent through a change notice remains unaffected. b) Operating Costs Lump Sum The monthly lump sum covers the landlord's expenses for all operating costs as defined in the Operating Costs Ordinance of November 25, 2003. The lump sum is determined by consolidating the operating costs of the previous billing year from the respective utility and service providers in the respective residential complex. The result is then divided by the number of designated residential units in the respective residential complex or distributed based on the living area. The amount calculated in this manner is to be paid by each tenant in monthly installments.

The landlord is entitled to adjust the lump sum by providing written notice in text form, with a notice period of 8 weeks, if the actual incurred costs deviate upwards from the costs allocated up to that point. In the event of cost reduction, the landlord is entitled to reduce the lump sum.

The newly adjusted lump sum becomes due from the 1st day of the month following the timely written notice.

2. Upon request of the tenant representatives, the landlord is obligated to explain the calculation basis for the previous year's ancillary costs covered by the lump sum, after the annual financial statements have been prepared. The tenant representatives represent the tenants' interests in this matter; individual billing to the tenants is not required.

5. Security Deposit

- The security deposit amounts to three net cold rents (including final cleaning deposit and key deposit).
- The first month's rent deposit is due before moving in. The remaining deposit can be paid in two equal installments in the two months following move-in, if requested.
- The security deposit does not accrue interest (§ 551 para. 3 clause 5 BGB).
- At the end of the tenancy, the landlord offsets the security deposit against all claims the landlord has against the tenant arising from the tenancy. The security deposit or the unreconciled portion of the deposit will be transferred to a bank account designated by the tenant. For international transfers, the landlord is entitled to deduct any resulting bank charges. During the tenancy, the tenant cannot offset the security deposit against claims from the landlord. If the repayment of the security deposit or its unreconciled parts is not possible for reasons not attributable to the landlord (especially if the tenant fails to provide address and account details), the claim to the deposit expires one year after it becomes due.

6. Handover of the Rental Property

- The handover of the rental property takes place only from Monday to Thursday between 10:00 - 12:00 and 13:00 - 15:00, and on Friday between 10:00 - 12:00 and 13:00 - 14:30. If the start of the contract falls on a holiday, Saturday, or Sunday, the handover takes place on the next working day. There is no entitlement to rent reduction in this regard.
- Upon handover of the rental property, its condition and the completeness of the rented inventory are documented in a handover protocol that is signed by both parties. By signing, the tenant acknowledges the proper condition of the rental property. Limitations are to be recorded in the protocol.
- The tenant is obligated to register with the registration authority within the legal deadline.

7. Keys

- Upon moving in, the tenant receives the necessary keys from the landlord's representative.
- The tenant is obligated to immediately inform the landlord of the loss of any provided key. The procurement of replacement keys is solely the responsibility of the tenant and at their expense, through the landlord.
- Furthermore, the landlord is entitled to change or replace the relevant lock in case of a lost key. If there is a risk of misuse of the lost key, the landlord is also entitled to replace the lock even if a locking system is in place.
- In the event that the tenant loses the key, the costs of replacement procurement, lock replacement, or changing the locking system are borne by the tenant.
- The tenant is not entitled to replace a lock provided by the landlord with their own lock.
- Upon moving out, all keys provided to the tenant must be returned to the landlord's representative. This also applies to additional keys obtained by the tenant without permission.

8. Change of Rental Property/Moving

- The exchange of living space or a move within the same residential complex is not permissible without the landlord's consent. Upon explicit request, such an exchange or move may be permitted by the landlord if a valid reason is presented.
- For a change of residence request, the landlord charges an administrative fee of €15.00 per request.
- The landlord is entitled to assign a different room or apartment to the tenant due to compelling reasons, such as renovation measures or extensive defect remediation measures, for example. In such cases, the landlord will strive to assign a unit within the same dormitory.

9. Assignment of Rental Premises to Third Parties

- Any, even partial, subletting or transfer of usage of the rental premises to third parties is prohibited without the landlord's permission. This includes the accommodation of family members. The same applies to including third parties in the rooms occupied by the tenant. Contraventions allow the landlord to terminate the lease without prior notice following a warning.
- With the prior written consent of the landlord, the tenant is permitted to enter into a sublease agreement with a qualified occupant for the duration of the semester breaks (or for other temporary absences related to the completion of studies, such as studying abroad or internships). Special permission for subletting may be granted for the months of March and July, if the semester breaks partially overlap with those months. If the tenant transfers use to a third party, they are responsible for any fault of the third party in using the rental property, even if the landlord has granted permission for the transfer.
- In principle, posting the rental premises on commission-based platforms like Airbnb and similar platforms, as well as transferring the rental premises to third parties based on such offers, is prohibited. Violations lead to immediate termination of the lease.

10. Defects of the Rental Property

- The tenant is obligated to report hazards and defects present at handover in the handover protocol, or if these hazards or defects arise during the rental period, to report them immediately in writing (repair notice).
- If a defect exists at the start of the tenancy and the tenant does not notify the landlord within 3 days after moving in, the tenant forfeits their rights to claims for defects if they culpably omit to make the report, unless the landlord deliberately conceals the defect.
- The tenant's culpable failure to report the defect is particularly present when the defect is easily recognizable by anyone.
- The tenant is liable to the landlord for any culpable failure to report or for delayed reporting as per § 536c para. 2 BGB. The same applies to culpably incorrect reporting. Furthermore, the tenant is liable for consequential damages arising from the tenant's improper actions after reporting the defect.
- In case of damage to the rental premises or damage to or loss of the rented furnishings, the tenant is liable for compensation. The tenant is expressly informed that in case of damage to the rental premises or damage to or loss of the rented furnishings, they are required to prove that they are not responsible for the damage or loss.

11. Tenant's Liability and Special Tenant Obligations

- The tenant is obligated to treat the rented property, jointly rented inventory, and shared spaces with care, ensuring adequate and regular cleaning.
- The tenant is liable for damages to the rented property and inventory provided by the landlord, if the damages are caused by a breach of the tenant's care obligations or by any other negligent or culpable means, as well as for excessive wear and tear (e.g., rooms used by smokers).
- The tenant is similarly liable for all damages caused by a household member, relatives, visitors, or agents acting on behalf of the tenant, provided they are connected to the rental property with the tenant's consent or at the tenant's behest.
- The tenant is obliged to compensate the landlord for missing or damaged inventory parts during or at the end of the lease period if the tenant is at fault.
- In cases where rental premises are leased to multiple individuals (shared housing lease), the tenants are jointly liable for all obligations and breaches of obligations as co-debtors.
- The tenant is required to keep the rental property free from pests. If the tenant negligently breaches this duty, they are liable to the landlord for the resulting damages.
- The tenant must ensure proper ventilation and heating of the rental rooms and shared spaces. Additionally, they must treat common areas, passageways, and external premises of the inhabited residence with care and always leave them clean.
- During the heating season (October to April), the tenant must ensure sufficient heating of the rental property even in their absence. If the tenant negligently fails to do so and this results in damage to the property, they are liable to the landlord for the incurred damages.
- If the tenant is absent for more than 4 weeks, they must ensure that either they or a person authorized by them runs the water for 5 minutes at each water outlet in the rental property to prevent the risk of Legionella growth.
- The tenant is liable to the landlord for damages arising from the tenant's failure to timely return the rental property after the lease ends, thereby preventing the landlord from re-renting the property.
- The tenant is obligated to promptly review and comply with the applicable residence regulations after concluding the lease agreement.
- At the landlord's request, the tenant must provide all equipment and systems brought into the rental property by the tenant for inspection, which, if owned by the landlord, would be subject to testing according to BGV A3 regulations. The tenant is responsible for the costs of such technical inspections.
- The tenant is obligated to keep escape routes constantly clear for the safety of all tenants. Bicycles or other items should not be placed in escape and emergency routes (staircases, fire exits, hallways, escape balconies, etc.) for preventive fire safety reasons. In case of non-compliance, the landlord reserves the right to immediately and without notice dispose of or store items at the tenant's cost. The landlord is not liable for accidental destruction or damage. Costs for replacing a destroyed bicycle lock are not reimbursed. Stored items can be

retrieved from the caretaker by appointment for a fee of €25.00. Repeated violation of this obligation constitutes a breach of contract and a violation of the house rules, allowing the landlord to terminate the lease.

12. Common Room Usage

- The common rooms provided for communal use in the lease agreement or otherwise are to be treated with care by the tenant. Additionally, the tenant must ensure regular cleaning. If cleaning is insufficient or not carried out, the landlord has the right to issue a warning and to arrange for professional cleaning at the tenants' expense. In shared housing arrangements, it is the responsibility of the housemates to establish internal regulations.
- The members of a living group (shared apartment, double apartment) collectively bear the responsibility for cleaning shared areas within the living group, especially the kitchen, bathroom, and toilet. The tenants must agree on a cleaning schedule and display it in the shared kitchen if the room is part of a living group. The landlord is entitled to verify proper cleaning at any time. If cleaning is insufficient or not performed, the landlord has the right to issue a warning and to arrange for professional cleaning at the tenants' expense. If the cleaning schedule indicates the responsible party at a given time, that individual is primarily held accountable. In the case of shared apartments, lockable double apartments, or enclosed hallways, the tenants are jointly responsible for fulfilling the cleaning obligation and can be held jointly responsible for covering the costs.

13. Access to the Rental Property

- The tenant is obligated to grant the landlord or their authorized representatives access to the rental premises (rooms exclusively accessible to the tenant or a specific group of tenants/shared apartment/hallway) in the following cases:
- During regular working hours at appropriate intervals to inspect the condition of the rental property.
- Quarterly for the reading of utility meters.
- After prior notice for the collection of drinking water samples required by drinking water regulations or technical inspections mandated by authorities (electrical, plumbing, etc.).
- For the execution of maintenance and construction work on the rental premises, as well as for rectifying defects and conducting maintenance on smoke detectors.
- At any time to prevent endangerment of life or health.
- At any time to prevent, investigate, and rectify substantial property damage and disturbances of the peace.
- After prior notice from the landlord, for the purpose of re-renting after termination of the lease or as the end of the lease period approaches.
- After scheduling or prior notification on working days during regular working hours for pre-inspection of the rental property before the return date. Generally, the landlord may only enter the rental premises with the tenant's consent. If no emergency is imminent, the measure/inspection must be announced at least 48 hours in advance.
- The landlord is only authorized to enter the rental property in the case of imminent danger or based on the self-help rights according to § 229 of the German Civil Code (BGB), in the

absence and without consent of the tenant. If the tenant refuses access or is absent during a scheduled appointment, the tenant is informed that, unless significant reasons for non-attendance are presented, they are liable to compensate the landlord for resulting damages (e.g., additional costs incurred by artisans). The tenant is granted the possibility to provide written consent to the landlord to enter the rental property in their absence if they cannot be present at a scheduled appointment or cannot designate a trusted representative.

- Common areas, hallways, and other spaces accessible to visitors or third parties may be entered by the landlord at any time without prior notice. The same applies to rooms not rented but allowed for shared use.

15. Termination of the Lease Agreement by the Tenant

- The tenant is entitled to terminate the lease agreement by ordinary notice, in writing, no later than June 30th for the end of the summer semester or December 30th for the winter semester, to take effect at the respective semester's end (September 30th or March 31st). Both in the case of termination and contract expiration, the lease agreement ends no later than 8:00 a.m. on the last day of the month in which the contract expires, the termination was given, or the contract was ended through termination. Additionally, the tenant has the right to extraordinary termination according to legal provisions. In the event of the termination of the right of residence, the tenant can terminate the lease agreement at the end of the following month.

16. Termination of the Lease Agreement by the Landlord

- The landlord has the right to terminate the lease agreement by ordinary notice, in writing, to the tenant until the 3rd working day of a month, to take effect at the end of the second subsequent month.
- Furthermore, the landlord can prematurely terminate the lease agreement by ordinary notice, in writing, before its regular expiration if: a) the tenant's right of residence ceases or the enrollment certificate is not provided despite a set deadline, or b) continuing the lease agreement is no longer reasonable for the landlord due to significant or consistent breaches of contract by the tenant. The termination of the lease agreement must be given in writing no later than the 3rd working day of a calendar month for the end of the second subsequent month.
- The landlord is entitled to extraordinary termination of the lease agreement if: a) the tenant is in arrears with the payment of the rent for 2 consecutive deadlines or has fallen into arrears with a significant portion of the rent, whereby for residential premises, a rental arrear of more than one monthly rent is meant, or if the tenant has been in arrears with the rent payment by an amount equivalent to two months' rent over a period spanning more than 2 deadlines, b) the tenant is using the rental premises in violation of the contract, particularly if they have wholly or partially sublet the rental property to third parties without permission, c) the tenant repeatedly breaches other contractual obligations despite written warnings, d) the tenant seriously violates the house rules and/or the residence regulations and continues this behavior despite prior written warnings, e) the right of residence no longer exists, f) systematic harassment originating from the tenant (mobbing) can be proven and the tenant continues this behavior despite written warnings, g) verbal attacks originating from the tenant, such as discriminatory, racist, and insulting statements and/or physical assaults, can be proven and the tenant continues this behavior despite written warnings; in severe cases (according to § 543 Abs. 1 BGB and § 569 Abs. 2 BGB), extraordinary and

immediate termination takes effect, h) a violation of a third party's sexual self-determination caused by the tenant in word or deed can be proven and the tenant continues this behavior despite written warnings; in severe cases (according to § 543 Abs. 1 BGB and § 569 Abs. 2 BGB), extraordinary and immediate termination takes effect, i) the right of residence no longer exists. Furthermore, the legal extraordinary termination grounds apply.

- If the landlord was entitled to terminate the lease agreement without notice, the tenant remains obliged to pay a usage fee in the amount of the total rent set by the landlord for the rental premises, beyond the day of termination and beyond the day of the actual return of the rental property. This payment obligation of the tenant continues until the rental premises are re-leased or until the contractual termination of the lease agreement according to § 2 of the lease agreement, but at least until the end of the semester in which the termination without notice was given.
- An implicit extension of the lease agreement due to the tenant's failure to vacate the rental premises after the agreed rental period has expired is excluded.

17. Obligations of the Contracting Parties upon Termination of the Lease Agreement

- Upon termination of the lease agreement, the tenant is obligated to completely vacate the rental premises of their belongings and return them in a ready-to-move-in condition, thoroughly cleaned (wet cleaned), and with the corresponding keys.
- The tenant is liable for all damages caused to the landlord due to the untimely or improper return of the rental property, if they are at fault.
- The tenant is obligated to return the rental premises with all inventory intact upon termination.
- The tenant is obligated to schedule an appointment with the responsible caretaker four weeks before the end of the lease agreement. The tenant must accept this pre-inspection. The pre-inspection of the rooms to be conducted in preparation for the final inspection serves the mutual interest of identifying defects or damages and possibly required cosmetic repairs. The findings on the condition of the rental premises during the pre-inspection are documented in a pre-inspection report. If defects or damages are present or if it is determined that cosmetic repairs are necessary, the time until the end of the lease agreement is considered the deadline for fulfilling this obligation. If the tenant has not completed the necessary measures by the contractually stipulated return date, the landlord

18. Structural Changes by Tenant/Landlord

- The tenant is required to tolerate measures taken by the landlord that are necessary or appropriate for the preservation of the building, rental premises, or for hazard prevention. The tenant must keep the relevant areas accessible and must not hinder the execution of the work. Violation of this obligation may lead to claims for damages.
- The tenant may not make structural or other alterations within the rental premises or to the facilities and equipment attached to them that exceed the contractual use of the rented property. If the tenant has made structural changes, they are generally obligated to reverse these changes and restore the original condition upon returning the rental property. The tenant is not obliged to do so if the landlord has confirmed in writing that restoration to the original condition is not necessary or not desired upon move-out. The tenant must make this request to the landlord before the termination of the lease agreement.

19. Cosmetic Repairs

The landlord assumes responsibility for cosmetic repairs. In order to carry out cosmetic repairs, if required during the rental period, the tenant must grant the landlord access to the rental property and tolerate the execution of the repairs. Refer to Section 14. Access to the Rental Property.

20. Parking of Bicycles and Vehicles

- The tenant is obliged to use exclusively designated parking spaces (parking lots, bicycle rooms) for parking their motor vehicle, motorcycle, or bicycle.
- Parking of permanently unused or unregistered motor vehicles on the landlord's premises or within the residential complexes is generally not permitted. Vehicles or bicycles that have been parked despite this regulation can be removed at the owner's expense after prior notification for removal.
- Carrying out repairs on motor vehicles on the landlord's premises or in the immediate vicinity is not permitted. In particular, all work causing environmental pollution (e.g., oil changes) is prohibited.

21. Pets

Due to the unique living situation in the student dormitory, keeping pets is not allowed.

22. Heating / Central Heating

- If a central heating system is present in the dormitory, the landlord commits to keeping it operational from October 1st to April 30th (heating period).
- The landlord commits to operating the heating system in a manner that maintains a temperature of at least 18 degrees Celsius in the living spaces from 6:00 a.m. to 11:00 p.m. Outside the heating period, the heating system must be operated if weather conditions require it.

23. Fees

The landlord must manage the rental premises according to the cost coverage principle (cost-covering rents). This means that administrative costs must be minimized. Additional administrative effort should not be borne by the general public but rather by the parties responsible. For this reason, the parties agree on the following flat processing fees:

- Relocation fee: €15.00
- Reminder fee for late payment: €3.00
- Costs for insufficient final cleaning according to the currently valid hourly rate
- Return of stored items: €25.00

24. Miscellaneous Agreements

- The right of access within the residential complexes managed by Studierendenwerk Saarland is exercised by the management, which in turn delegates the right of access to the Director of Student Housing. The latter may delegate the right of access to the respective caretakers responsible for the residential complexes.

- In rental agreements with multiple tenants, the individual tenants mutually authorize each other to accept and give all declarations relating to the rental relationship. Accordingly, declarations of intent made by one of the tenants to the landlord also apply to and against the other tenants.
- Declarations of intent by the landlord for and against the tenant also apply to and against the other tenants if they have been delivered to at least one tenant.
- If individual provisions of the lease agreement or the General Lease Conditions are invalid, the remaining provisions remain valid. A substitute provision aimed at achieving the same economic and legal effect is considered agreed within the legally permissible limits.
- Other agreements are valid only if they are documented in written form and signed by both the tenant and the landlord.
- The tenant consents to the inclusion of their personal data in the files maintained by the landlord and to their internal use for organizational purposes. Disclosure to third parties only occurs when required by the landlord (e.g., registration authorities, police). After termination of the lease agreement, the data will be destroyed in compliance with data protection regulations.